

AMENDING AGREEMENT TO SHARE EXCHANGE AGREEMENT

THIS AMENDING AGREEMENT is made effective as of the 15th day of April, 2026.

AMONG:

APPLIED GRAPHITE TECHNOLOGIES CORPORATION, a corporation existing under the laws of the Province of British Columbia, with a head office at Suite 905 – 1111 West Hastings Street, Vancouver, British Columbia, V6E 2J3

(“**Applied Graphite**”)

AND:

BULLFROG GOLD CORPORATION, a corporation existing under the laws of the Province of British Columbia, with a head office at Suite 905 – 1111 West Hastings Street, Vancouver, British Columbia, V6E 2J3

(“**Bullfrog**”)

AND:

THE UNDERSIGNED VENDORS OF BULLFROG, whose names and jurisdiction of residence are set out in the attached Schedule “A”

(individually, a “**Vendor**” and collectively, the “**Vendors**”)

- A. Applied Graphite, Bullfrog and the Vendors are parties to a Share Exchange Agreement (the “**Share Exchange Agreement**”) made effective March 18, 2026 whereby the Vendors would sell to Applied Graphite and Applied Graphite would purchase from the Vendors, the Bullfrog Shares; and
- B. Applied Graphite, Bullfrog and the Vendors now wish to amend certain terms of the Share Exchange Agreement as set forth herein (the “**Amending Agreement**”).

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Capitalized terms not otherwise defined herein will have the meaning assigned to them in the Share Exchange Agreement.
2. The Parties agree that the Share Exchange Agreement is amended by deleting Schedule “A” in its entirety and replacing it with Schedule “A” to this Amending Agreement.
3. This Amending Agreement is supplemental to and shall be read with and be deemed to be part of the Share Exchange Agreement, which shall be deemed to be amended as herein provided. Any reference to the Share Exchange Agreement in any agreements or documents entered into in connection with the Share Exchange Agreement shall mean the Share Exchange Agreement as amended hereby and all such agreements and documents are also hereby amended *pro tanto* to give effect to this Amending Agreement.

All the terms and conditions of the Share Exchange Agreement, except insofar as the same are amended by the express provisions of this Amending Agreement, are confirmed and ratified in all respects, and they shall survive and shall not merge with or be extinguished by the execution and delivery of this Amending Agreement and shall hereafter continue in full force and effect, as amended.

4. All of the covenants and agreements in this Amending Agreement shall be binding upon the Parties and their respective successors and assigns and shall enure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns pursuant to the terms and conditions of this Amending Agreement.
5. This Amending Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia, and the federal laws of Canada applicable therein, and each Party irrevocably attorns to the courts of the Province of British Columbia, which jurisdiction will be the sole and exclusive jurisdiction for any disputes or claims in relation to this Amending Agreement and all matters related hereto.
6. This Amending Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Amending Agreement by electronic means will be equally effective as delivery of a manually executed counterpart thereof.
7. This Amending Agreement is subject to the receipt by the Purchaser of required regulatory approvals including those of the TSXV.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties have duly executed this Amending Agreement on the date first above written.

APPLIED GRAPHITE TECHNOLOGIES CORPORATION

BULLFROG GOLD CORPORATION

By: */Ian Slater/*

By: */Dan MacNeill/*

Name: Ian Slater
Title: Chief Executive Officer

Name: Dan MacNeil
Title: Chief Executive Officer

<p>BULLFROG SHAREHOLDERS:</p> <p>OUTCROP SILVER & GOLD CORPORATION</p> <p>By: <i>/Ian Harris/</i></p> <p>_____ Name: Ian Harris Title: Chief Executive Officer</p> <p>By: <i>/John Slater/</i></p> <p>_____ Name: John Slater</p>	<p>By: <i>/Ruth Bidner/</i></p> <p>_____ Name: Ruth Bidner</p>
<p>By: <i>/Dan MacNeil/</i></p> <p>_____ Name: Dan MacNeil</p>	<p>By: <i>/Maria Camila Nunez Gomez/</i></p> <p>_____ Name: Maria Camila Nunez Gomez</p>
<p>By: <i>/Melissa Martensen/</i></p> <p>_____ Name: Melissa Martensen</p>	<p>By: <i>/Amandip Singh/</i></p> <p>_____ Name: Amandip Singh</p>
<p>By: <i>/Lyudmila Povetkina/</i></p> <p>_____ Name: Lyudmila Povetkina</p>	<p>By: <i>/Michael Slater/</i></p> <p>_____ Name: Michael Slater</p>
<p>By: <i>/Robert Scott/</i></p> <p>_____ Name: Robert Scott</p>	<p>By: <i>/Kathy Aruajo/</i></p> <p>_____ Name: Kathy Aruajo</p>

SCHEDULE A

BULLFROG SHAREHOLDERS

<u>Name and Jurisdiction of Residence</u>	<u>Type of Securities</u>	<u>Number</u>
John Slater, British Columbia	Common Shares	3,800,000
Dan MacNeil, British Columbia	Common Shares	3,500,000
Maria Camila Nunez Gomez	Common Shares	2,500,000
Outcrop Silver & Gold Corporation	Common Shares	10,000,000
Melissa Martensen	Common Shares	500,000
Amandip Singh	Common Shares	500,000
Lyudmila Povetkina	Common Shares	250,000
Michael Slater	Common Shares	250,000
Robert Scott	Common Shares	500,000
Kathy Aruajo	Common Shares	100,000
Ruth Bidner	Common Shares	100,000
Total		22,000,000